UNITED STATES PATENT AND TRADEMARK OFFICE

APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
10/672,081	09/26/2003	Gregory Scott Clark	215.1019.01	4691

22883 7590 10/12/2006		EXAMINER
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ART UNIT	PAPER NUMBER
3625	

DATE MAILED: 10/12/2006

Please find below and/or attached an Office communication concerning this application or proceeding.

	Application No.	**Applicant(s)**
Office Action Summary	10/672,081	CLARK ET AL.
	Examiner	**Art Unit**
	William J. Allen	3625

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE *3* MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on *14 August 2006*.

2a)☐ This action is **FINAL**.   2b)☒ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-19 and 21-37* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-19 and 21-37* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☒ The drawing(s) filed on *06 February 2006* is/are: a)☒ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

    Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).

11)☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

Priority under 35 U.S.C. § 119

12)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All   b)☐ Some * c)☐ None of:

      1.☐ Certified copies of the priority documents have been received.

      2.☐ Certified copies of the priority documents have been received in Application No. _____.

      3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

Attachment(s)

1)☐ Notice of References Cited (PTO-892)

2)☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3)☒ Information Disclosure Statement(s) (PTO/SB/08)
Paper No(s)/Mail Date *9/28/06*.

4)☐ Interview Summary (PTO-413)
Paper No(s)/Mail Date. _____ .

5)☐ Notice of Informal Patent Application

6)☐ Other: _____.

DETAILED ACTION

Prosecution Summary History

Claims 1-19 and 21-37 are pending.

Continued Examination Under 37 CFR 1.114

A request for continued examination under 37 CFR 1.114, including the fee set forth in

37 CFR 1.17(e), was filed in this application after final rejection. Since this application is

eligible for continued examination under 37 CFR 1.114, and the fee set forth in 37 CFR 1.17(e)

has been timely paid, the finality of the previous Office action has been withdrawn pursuant to

37 CFR 1.114. Applicant's submission filed on 8/14/2006 has been entered.

Response to Arguments

Applicant's arguments with respect to claims 1, 24, and their associated dependents have

been considered but are moot in view of the new ground(s) of rejection.

The Examiner notes that Wong suggests using such a feature as a dictionary of

translation, stating that the IPA is configured to map and translate B2B compliant messages (see

at least: 0056, 0069, 0097, 0717, Table 18). Wong simply lacks an explicit statement of a

dictionary of translations.

Claim Rejections - 35 USC § 103

1.   The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all

obviousness rejections set forth in this Office action:

> (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in
> section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are
> such that the subject matter as a whole would have been obvious at the time the invention was made to a person
> having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the
> manner in which the invention was made.

2.   **Claims 1-2, 4-7, 16-18, 24, and 31 are rejected under 35 U.S.C. 103(a) as being unpatentable**

over Wong (US 20030149578) in view of Rivera et al. (US 20020107699, herein referred to as

Rivera).

Regarding claim1, Wong teaches:

- *One or more business entities defining a head of a supply chain* (see at least: abstract, 0007-0009,

  0055, Fig. 12).

- *One or more sets of tiers of suppliers, wherein each said set of tiers is disposed in an extended*

  supply chain (see at least: 0010). The Examiner notes that the suppliers of the unit level

  components constitute a tier of suppliers in an extended supply chain.

- *A workstation coupled to said one or more business entities and said one or more of tier of*

  suppliers (see at least: 0055-0056, 0058, Fig. 12).

- *A database including information from said one or more sets of tiers of suppliers relating to two*

  or more of the following: price, inventory, delivery schedules, backorders and supply

  interruptions, exceptional events, contracts and past transactions (see at least: 0072-0073, 0094,

  0787). Note: database stores demand, days of supply (DOS), target DOS and actual supply,

  exception events, lead-time, inventory, etc. and thereby teaches a database with *two or more* of

  the above.

- *An order collaboration system coupled to said electronic commerce facilitator, whereby said one or more business entities can view updates to supply chain conditions for said plurality of said tiers* (see at least: 0381-0384). The system further includes an execution module that receives the determination from the decision support module, triggers an action that is corrective and generates an interactive output (see at least: abstract). By providing and interactive output and allowing the user to hold, accept, or terminate actions, the IPA system permits a user to *view updates to supply chain conditions* and make a decision based on those conditions and the proposed actions. The Examiner further notes the workstation is coupled to the resolution manager (*order collaboration system*).

Wong teaches all of the above and further suggests using such a feature as a dictionary of translation, stating that the IPA is configured to map and translate B2B compliant messages (see at least: 0056, 0069, 0097, 0717, Table 18). Wong, however, does not explicitly teach *a dictionary of translations that can be used to translate transitive information in said information from one or more sets of tiers of suppliers for cross-tier communication in said extended supply chain*. Rivera teaches a multi-buyer, multi-supplier system providing improved data-exchange capabilities (see at least: abstract, 0030, Fig. 2-3). Rivera further teaches a data manager for use in translating a buyer-native format into a neutral format, then subsequently translating the neutral format into a supplier-native format (see at least: abstract, 0008-0010, 0053-0055, claims 1, 26, and 33). The Examiner notes that the neutral format acts as a *dictionary of translations* used to translate *transitive information* (e.g. document type, buyer and supplier identity, purchase order number, security information, order information, etc.) from a first format to a second format. It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Wong to have included *a dictionary of translations* as taught by Rivera in order to provide a flexible, low-impact for connecting trading partners, thereby easily managing "any-to-any"

system integration and translation in a complex "many-to-many" trading partner environment, including

trading partners arranged in a multi-link supply chain (see at least: 0012, 0030).

Regarding claim 2, Wong further discloses *including an aggregation element for aggregation of*

information relating to one or more products associated with said one or more business entities, wherein

said information is stored in a database (see at least: 0059). An ERP of a business entity connected to the

system may determine that due to additional output required by a buyer, production needs to be increased

at a manufacturing facility (i.e. *information relating to one or more products*). The request from the ERP

is received and extracted by an external program, and then forwards the extracted information, allowing

the IPA to receive the raw ERP data to the ERP raw database (see at least: 0071). The Examiner notes

that in this instance, the ERP system and ERP raw database gather (i.e. *aggregate*) information and store

it in a database.

Regarding claim 4, Wong further discloses *said aggregation element includes a performance*

evaluation element capable of collecting and analyzing information regarding supply chain performance

of multiple tiers of suppliers (see at least: 0109-0111). The application of the implication manager is

performed in, but not limited to, the context of cost, availability (*dearth* or *surplus*), responsiveness

(*delivery schedule*) and quality issues (*quality defects*). The implication manager is in communication

with the ERP raw database and receives part identifier and exception event information. The Examiner

notes that the system is monitoring the conditions for multiple parts, which in turn are supplied from a

number of suppliers, thereby creating multiple tiers of suppliers.

Regarding claim 5, Wong further discloses *wherein said information regarding supply chain information includes at least one of: costs, ship dates, evaluation regarding whether a selected supplier performed well with regard to price adjustments, with regard to promised supply amounts or deliver schedules, whether the selected supplier has had an unusual number of quality defects, or whether there have been an unusual number of supply chain exceptions* (see at least: 0109-0110). The implication manager evaluates the context and implications of an exception event. The application of the implication manager is performed in (but not limited to) the context of cost, availability (*dearth* or *surplus*), responsiveness (*delivery schedule*) and quality issues (*quality defects*).

Regarding claim 6 and 7, Wong further discloses a system including a brokering module that is part of said hub or logically distinct from said hub and acts on that information on dearth and surplus parts and products to attempt to broker deals between or among entities that have dearth and surplus of the same parts or product, whereby the dearth and surplus are eliminated or mitigated (see at least: 0005, 0007, 0102-0103, 0108, 0754-0756, Fig. 10-11). The IPA system manages exceptions to normal operating situations in the procurement of supplies (e.g. events that require a corrective action due to a corresponding condition in the procurement process such as supply shortage). An action module works simultaneously with the auto trigger manager to resolve exception events. For example, the action module may send an inquiry to a supplier for a lead-time reduction request (i.e. mitigating a dearth of supply). Furthermore, additional vendors may be sought out and contacted regarding an alternate supply of products or parts (see at least: [0754] to [0756]; FIG. 10 and 11). The Examiner notes that by seeking out alternate vendors and inquiring about lead-time reductions the system is attempting to broker deals with other entities. Additionally, as part of the IPA system, the ERP and ERP raw database work in conjunction with the multiple modules and managers to disseminate information throughout the system as needed.

Regarding claim 16, Wong teaches:

- *Said information transferred across the supply chain is done so via said hub.* The system also

   comprises a web server as well as an IPA APP server for transmitting data, messages, etc.

   throughout the various elements of the system (see at least: 0068, 0511, FIG. 12).

- *Said messages contain reference to one or more said messages that are its causal antecedents*

   (see at least: 0084, 0372). The Examiner notes that the request for a corrective action references a

   previous action, and therefor a previous message.

- *Said references contained are analyzed by said aggregation element.* The recipient of the

   message can issue a reply, which is transmitted to the implication manager. The implication

   manager evaluates collective impact of acknowledged corrective action (see at least: 0084-0085).

Wong teaches all of the above and further suggests using such a feature as a dictionary of translation,

stating that the IPA is configured to map and translate B2B compliant messages (see at least: 0056, 0069,

0097, 0717, Table 18). Wong, however, does not explicitly teach where *said aggregation element uses the*

analysis to build said dictionary, storing said analysis in said database, and reporting said dictionary to

said one or more business entities or said suppliers via said order collaboration system. Rivera teaches

where *said aggregation element uses the analysis to build said dictionary, storing said analysis in said*

database, said dictionary able to be reported to said one or more business entities or said suppliers via

said order collaboration system (see at least: abstract, 0008-0010, 0053-0055, claims 1, 26, and 33). The

Examiner notes that the data manager extracts (i.e. *aggregates*) relevant data, analyzes the data, translates

it into a neutral format, and stores the neutral format in a central database that is associated with the

appropriate trading partner (i.e. originating or destination party). With the data translated into the neutral

format and stored, its is then available to the destination party (i.e. able to be reported). It would have

been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of

Wong to have included *aggregating, building, analyzing and reporting said database* as taught by Rivera

in order to provide a flexible, low-impact for connecting trading partners, thereby easily managing "any-

to-any" system integration and translation in a complex "many-to-many" trading partner environment,

including trading partners arranged in a multi-link supply chain (see at least: 0012, 0030).

Regarding claim 17 and 18, Wong further *discloses a feedback element capable of obtaining*

feedback information for a design process in response to supply chain performance and wherein said

feedback information includes information relating to at least one of: selected preferred parts, selected

preferred suppliers at one of said multiple tiers, selected parts that do not require new approval for use,

selected preferred parts suppliers that do not need approval. The system manages the supply of a good

(i.e. part, component, or the like for a designed system) based on a request for said good using a decision

support module that evaluates said request against a plurality of indicators and determines whether said

request involves an exception that is indicative of a procurement problem in accordance with exception

data. An execution module receives a determination from the decision support module, triggers an action

that is configured to correct said exception and generates an interactive output (i.e. feedback) to an

external entity (see at least: 0026). Furthermore, the Examiner notes that the system is adapted to manage

the supply of individual parts (see at least: 0046, 0096, 0098).

Regarding claim 24, Wong teaches:

- *Receiving a request from one or more business entities regarding supply chain information relevant to one or more designs of parts used in designs* (see at least: 0010, 0055). When an exception (e.g. shortage) is detected, the system generates actions (i.e. requests) that are responded to by suppliers (see at least: 0055). Each product or finished good may include hundreds or thousands of unit level components (i.e. *parts used in* designs).

- *Determining which data is relevant to said request, wherein said data is derived from one or more suppliers across one or more supply chains or past business records associated with said manufacture ad is related to at least one of the following: price of at least one electronic or computer part, quantity available of said electronic or computer part, delivery schedules for said electronic or computer part, backorders, supply interruptions, exceptional events and contracts, and said data is stored in a database coupled to a hub* (see at least: 0109, 0111) in the context of the context of cost, availability (*dearth* or *surplus*), responsiveness (*delivery schedule*) and quality issues (*quality defects*), shortage/quantity available, lead-time issues, etc.

- *Aggregating said data in such a way that said aggregated data is responsive to said request* (see at least: 0059, 0071). The Examiner notes that in this instance, the ERP system and ERP raw database gather (i.e. *aggregate*) information and store it in a database and aid in generating responses to requests from an IPA user.

- *Generating a report and presenting said report to said one or more business entities, wherein said report is responsive to said request* (see at least: abstract; 0381-0384). By providing an interactive output and allowing the user to hold, accept, or terminate actions, the IPA system presents a report responsive to the request.

Wong teaches all of the above and further suggests using such a feature as a dictionary of translation, stating that the IPA is configured to map and translate B2B compliant messages (see at least: 0056, 0069, 0097, 0717, Table 18). Wong, however, does not explicitly teach *translating, for cross-tier communication in said extended supply chain, transitive information in said data using a dictionary of translations of said transitive information*. Rivera teaches a multi-buyer, multi-supplier system providing improved data-exchange capabilities (see at least: abstract, 0030, Fig. 2-3). Rivera further teaches a data manager for use in translating a buyer-native format into a neutral format, then subsequently translating the neutral format into a supplier-native format (see at least: abstract, 0008-0010, 0053-0055, claims 1, 26, and 33). The Examiner notes that the neutral format acts as a *dictionary of translations* used to translate *transitive information* (e.g. document type, buyer and supplier identity, purchase order number, security information, order information, etc.) from a first format to a second format. It would have been obvious to one of ordinary skill in the art at the time of invention to have modified the invention of Wong to have included *translating, for cross-tier communication in said extended supply chain, transitive information in said data using a dictionary of translations of said transitive information* as taught by Rivera in order to provide a flexible, low-impact for connecting trading partners, thereby easily managing "any-to-any" system integration and translation in a complex "many-to-many" trading partner environment, including trading partners arranged in a multi-link supply chain (see at least: 0012, 0030).

Regarding claim 31, the language of claim 31 closely parallels the language of claim 16 and is thereby rejected for at least the reasons above regarding claim 16.

3.   **Claims 3, 21, and 28-29 are rejected under 35 U.S.C. 103(a) as being unpatentable over**

Wong in view of Rivera, as applied to 1-2, 4-7, 16-18, and 24, and further in view of Katz et al. (US

20020178077, herein referred to as Katz).

   Regarding claim 3, Wong in view of Rivera teaches all of the above as noted and further teaches

aggregating information and determining corrective actions for exception events such as supply shortage

while generating interactive outputs containing aggregation (see at least: Wong, abstract; [0071]; [0381]

to [0384]). Wong in view of Rivera, however, does not teach *a presentation element wherein said*

presentation element presents aggregated information. Katz discloses a method and system that enables

suppliers and procurement professionals to leverage enterprise and marketplace data in order to

potentially improve decision making in business enterprises. Internal data from enterprises and external

data from suppliers, catalogs, and marketplaces are integrated and analyzed in real time for their impact

on supply chains processes (see at least: abstract). Katz further discloses displaying recommendations as

aggregated reports on a user interface (i.e. *presentation* element) (see at least: abstract, 0019, 0065). It

would have been obvious to one of ordinary skill in the art at the time of invention to modify the

invention of Wong in view of Rivera to include allocation of parts in relatively short supply to selected

projects as taught by Katz in order to enable suppliers and procurement professionals to leverage

enterprise and marketplace data, thereby improving decision-making in business enterprises (see at least:

Katz, abstract).

    Regarding claim 21, Wong in view of Rivera teaches all of the above as noted and further

teaches determining corrective actions for exception events such as supply shortage (see at least: Wong,

abstract; [0381] to [0384]). Wong in view of Rivera, however, does not teach *directing said suppliers to*

allocate parts in a relatively short supply to selected projects. Katz discloses a method and system that

enables suppliers and procurement professionals to leverage enterprise and marketplace data in order to

potentially improve decision making in business enterprises. A BOM optimization module aids in

determining the optimal allocation of components in the face of a component shortage. Thus, if there is a

shortage of a component with part number X and if part number X is used in a plurality of products 1-N,

then what the manufactured quantities should be are determined considering criteria set by procurement,

manufacturing, and/or finance (see at least: abstract; [0315]). It would have been obvious to one of

ordinary skill in the art at the time of invention to modify the invention of Wong to include allocation of

parts in relatively short supply to selected projects as taught by Katz in order to enable suppliers and

procurement professionals to leverage enterprise and marketplace data, thereby improving decision-

making in business enterprises (see at least: Katz, abstract).

    Regarding claim 28, Wong in view of Rivera teaches all of the above as noted and further

teaches aggregating information and determining corrective actions for exception events such as supply

shortage (see at least: abstract; [0381] to [0384]). Wong in view of Rivera, however, does not teach

evaluating the supply chain performance of multiple tiers of suppliers. Katz discloses a method and

system that enables suppliers and procurement professionals to leverage enterprise and marketplace data

in order to potentially improve decision making in business enterprises. Internal data from enterprises and

external data from suppliers, catalogs, and marketplaces are integrated and analyzed in real time for their

impact on supply chains processes (see at least: abstract). A BOM optimization module aids in

determining the optimal allocation of components in the face of a component shortage (see at least:

[0315]). It would have been obvious to one of ordinary skill in the art at the time of invention to modify

the invention of Wong in view of Rivera to include allocation of parts in relatively short supply to

selected projects as taught by Katz in order to enable suppliers and procurement professionals to leverage

enterprise and marketplace data, thereby improving decision-making in business enterprises (see at least:

Katz, abstract).

Regarding claim 29, Wong in view of Rivera teaches all of the above as noted under the 102(e)

rejection and further teaches determining corrective actions for exception events such as supply shortage

(see at least: abstract; [0381] to [0384]). Wong in view of Rivera, however, does not teach *directing said*

suppliers to allocate parts in a relatively short supply to selected projects. Katz discloses a method and

system that enables suppliers and procurement professionals to leverage enterprise and marketplace data

in order to potentially improve decision making in business enterprises. A BOM optimization module aids

in determining the optimal allocation of components in the face of a component shortage. Thus, if there is

a shortage of a component with part number X and if part number X is used in a plurality of products 1-N,

then what the manufactured quantities should be are determined considering criteria set by procurement,

manufacturing, and/or finance (see at least: abstract; [0315]). It would have been obvious to one of

ordinary skill in the art at the time of invention to modify the invention of Wong in view of Rivera to

include allocation of parts in relatively short supply to selected projects as taught by Katz in order to

enable suppliers and procurement professionals to leverage enterprise and marketplace data, thereby

improving decision-making in business enterprises (see at least: Katz, abstract).

4.   **Claims 8-10, 12-15, and 32-37 are rejected under 35 U.S.C. 103(a) as being unpatentable over Wong in view of Rivera, as applied to claims 1-2, 4-7, 16-18, and 24, and further in view of Johnson et al. (US 20030023540, herein referred to as Johnson).**

Regarding claims 8-10, and 15, Wong in view of Rivera teaches all of the above as noted and further teaches attempting to broker deals with multiple vendors/suppliers to resolve exception events (see at least: Wong, [0754] to [0756]). Wong in view of Rivera, however, does not teach where *one or more entities with said dearth in a certain part or product can be matched with one or more said entities with a surplus in the same said part or product*, a brokering module *brokers a deal among on or more said entities, where each entity can choose whether they would like to participate in the brokered deal.* Johnson discloses a system and method for matching energy suppliers in need of resources to those with a surplus of resources in an auction format to stimulate competition between various providers. A local electric utility may be selling excess generating capacity (from its own generating plants) or buying power from nearby utilities, resellers, traders or brokers to cover a shortfall in its own supply (e.g., during certain peak periods), thereby matching an entity with a surplus to an entity with a shortage (see at least: [0002]). A bidding moderator receives offers from competing suppliers specifying the economic terms each is willing to offer to end users for estimated quantities of electric power or gas supply (separate auctions), thereby brokering a deal between the entities (see at least: abstract, [0002]). Bidding takes place between participating providers (i.e. those who have *chosen to* participate). All Providers will have the opportunity thereafter to submit a lower or higher bid for any end user (or any reseller or group of resellers) or group of end users to whom they wish to supply electric power or natural gas (i.e. *opt out of* participating if they do not wish to sell to an end user) (see at least: [0003]). It would have been obvious to one of ordinary skill in the art at the time of invention to modify the invention of Wong in view of Rivera to include matching entities from one or more brokering groups with corresponding dearth and

surplus in order to stimulate this competition and facilitate the consumer's ability (and that of resellers) to

make economic choices between providers. (see at least: Johnson, abstract, 0003).

Regarding 12-14, Wong in view of Rivera teaches all of the above as noted and further teaches

attempting to broker deals with multiple vendors/suppliers to resolve exception events (see at least:

Wong, [0754] to [0756]). Wong in view of Rivera further lacks *said entities only matched within*

brokering groups, where a single said brokering group contains zero or more said entities, and the group

of said entities can be within a single supply chain, across supply chains, or from within and outside of

any number of supply chains, and *where said brokering group can be assigned by said hub or by another*

said entity acting with authority from said hub. Johnson discloses a system and method for matching

energy suppliers in need of resources to those with a surplus of resources in an auction format. A bidding

moderator (Moderator) receives offers from competing suppliers specifying the economic terms each is

willing to offer to end users for estimated quantities of electric power or gas supply in separate auctions.

The bidding process to supply electric power will be conducted separate and apart from the bidding

process to supply natural gas. Power generators will compete only with other power generators. Gas

producers will compete only with other gas producers (see at least: abstract; [0003]). The Examiner notes

that the different auctions constitute brokering groups with multiple entities. Furthermore, the entities are

matched in their specific auctions (i.e. *within the brokering group*), and thereby are involved *in zero or*

more brokering groups. Additionally, a moderator (i.e. *entity acting with* authority) can select those

Providers from whom participating end users or resellers will be provided electric power or natural gas

and can change that selection at any time (see at least: [0003]). It would have been obvious to one of

ordinary skill in the art at the time of invention to modify the invention of Wong to include matching

entities from one or more brokering groups with corresponding dearth and surplus in order to stimulate

this competition and facilitate the consumer's ability (and that of resellers) to make economic choices

between providers. (see at least: Johnson, abstract, 0003).

Regarding claims 32-34, and 37 Wong in view of Rivera teaches all of the above as noted and

further teaches attempting to broker deals with multiple vendors/suppliers to resolve exception events (see

at least: [0754] to [0756]). Wong in view of Rivera, however, does not teach where *one or more entities*

with said dearth in a certain part or product can be matched with one or more said entities with a surplus

in the same said part or product, a brokering module *brokers a deal among on or more said entities,*

where each entity can choose whether they would like to participate in the brokered deal. Johnson

discloses a system and method for matching energy suppliers in need of resources to those with a surplus

of resources in an auction format to stimulate competition between various providers. A local electric

utility may be selling excess generating capacity (from its own generating plants) or buying power from

nearby utilities, resellers, traders or brokers to cover a shortfall in its own supply (e.g., during certain peak

periods), thereby matching an entity with a surplus to an entity with a shortage (see at least: [0002]). A

bidding moderator receives offers from competing suppliers specifying the economic terms each is

willing to offer to end users for estimated quantities of electric power or gas supply (separate auctions),

thereby brokering a deal between the entities (see at least: abstract, [0002]). Bidding takes place between

participating providers (i.e. those who have *chosen to* participate). All Providers will have the opportunity

thereafter to submit a lower or higher bid for any end user (or any reseller or group of resellers) or group

of end users to whom they wish to supply electric power or natural gas (i.e. *opt out of* participating if they

do not wish to sell to an end user) (see at least: [0003]). The Examiner notes that the participating

suppliers represent *all known suppliers*. It would have been obvious to one of ordinary skill in the art at

the time of invention to modify the invention of Wong in view of Rivera to include matching entities

from one or more brokering groups with corresponding dearth and surplus in order to stimulate this

competition and facilitate the consumer's ability (and that of resellers) to make economic choices between

providers. (see at least: Johnson, abstract, 0003).

Regarding claims 35-36, Wong in view of Rivera teaches all of the above as noted and further

teaches attempting to broker deals with multiple vendors/suppliers to resolve exception events (see at

least: [0754] to [0756]). Wong further lacks *said entities only matched within brokering groups, where a*

single said brokering group contains zero or more said entities, and the group of said entities can be

within a single supply chain, across supply chains, or from within and outside of any number of supply

chains, and *where said brokering group can be assigned by said hub or by another said entity acting*

with authority from said hub. Johnson discloses a system and method for matching energy suppliers in

need of resources to those with a surplus of resources in an auction format. A bidding moderator

(Moderator) receives offers from competing suppliers specifying the economic terms each is willing to

offer to end users for estimated quantities of electric power or gas supply in separate auctions. The

bidding process to supply electric power will be conducted separate and apart from the bidding process to

supply natural gas. Power generators will compete only with other power generators. Gas producers will

compete only with other gas producers (see at least: abstract; [0003]). The Examiner notes that the

different auctions constitute brokering groups with multiple entities. Furthermore, the entities are matched

in their specific auctions (i.e. *within the brokering group*), and thereby are involved *in zero or more*

brokering groups. Additionally, a moderator (i.e. *entity acting with* authority) can select those Providers

from whom participating end users or resellers will be provided electric power or natural gas and can

change that selection at any time (see at least: [0003]). It would have been obvious to one of ordinary skill

in the art at the time of invention to modify the invention of Wong in view of Rivera to include matching

entities from one or more brokering groups with corresponding dearth and surplus in order to stimulate

this competition and facilitate the consumer's ability (and that of resellers) to make economic choices

between providers. (see at least: Johnson, abstract, 0003).

5.   **Claim 11 is rejected under 35 U.S.C. 103(a) as being unpatentable over Wong in view of**

Rivera, as applied to claims 1-2, 4-7, and 16-18, in view of Johnson, as applied to claims 8-10 and

12-15, and in further view of Dutta (US 20030028470).

        Regarding claim 11, Wong in view of Rivera in further view of Johnson teach all of the above as

noted and further teaches brokering deals to mitigate a shortage/surplus of supplies (see at least: Wong,

[0754] to [0756]; FIG. 10 and 11). Wong in view of Rivera in further view of Johnson, however, does not

teach *where each entity is kept secret until after said brokered deal is complete, whereby said entities*

cannot broker said deal without said hub. Dutta discloses a system and method for completing

anonymous transactions to protect suppliers from being defrauded using enhanced certificates issued from

a certificate authority server (see at least: [0003]; [0005]). A purchaser or supplier may input instructions

requesting an enhanced certificate where the purchaser node or supplier server transmits the instructions

over the Internet to the certificate authority server (see at least: [0014]; [0015]). The enhanced certificate

provides a more secure anonymous transaction (see at least: [0017]; FIG. 2). A hyperlink may be

provided on a web site for access by the requestor by the aggregate exchange server (see at least: [0006]).

The aggregate exchange server acts as a *hub* houses tables pertinent to the completion of anonymous

transactions (see at least: FIG. 3B-3E). The Examiner further notes that the certificate is registered and

must be approved by the aggregate exchange server otherwise the transaction is terminated (see at least:

FIG. 5 element 340). It would have been obvious to one of ordinary skill in the art at the time of invention

to modify the invention of Wong in view of Rivera in further view of Johnson to include keeping supplier

identities secret as taught by Dutta in order to prevent outside entities from defrauding the supplier,

thereby improving the security of transactions (see at least: Dutta, 0003, 0005).

6.   **Claims 19 and 25 are rejected under 35 U.S.C. 103(a) as being unpatentable over Wong in**

view of Rivera, as applied to claims 1-2, 4-7, 16-18, and 24, and further in view of Yehia et al.

(20020091614, herein referred to as Yehia).

        Regarding claims 19 and 25, Wong in view of Rivera teaches all of the above and further

teaches generating corrective actions for exception events such as supply shortage, quality issues, etc. (see

at least: abstract). Wong in view of Rivera, however, does not teach a *compliance element capable of*

reviewing and enforcing compliance with contract terms between one or more business entities and its

suppliers, wherein compliance includes at least one of: delivery price, delivery quantity, price-quantity

breakpoints, terms for part returns, and delivery methods. Yehia discloses a system and method for

reconciling contracts between two or more trading partners, the system based on a hub and spoke model.

When a contract is received it is parsed into requested tags. Each tag represents a predefined field in a

contract such as price, quantity, delivery date, and/or other contractual terms. Each partner in the

hierarchical contract relationship places predefined rules in the system. The contract tag values are

analyzed for compliance with the requested tag values to determine if the requested tag values are in

compliance with the contract tag values bases on one or more predefined rules. Contracts with outside

providers act as a virtual inventory, making it critical to track orders against contracts in order for trading

partners to be able to initiate multilateral actions to resolve issues (see at least: abstract; [0016]). It would

have been obvious to one of ordinary skill in the art at the time of invention to modify the invention of

Wong in view of Rivera to provide a compliance element capable of reviewing and enforcing contract

terms as taught by Yehia in order to provide a contract management system with supply chain visibility,

allowing trading partners to initiate multilateral actions and resolve supply issues more expediently (see at

least: Yehia, abstract, 0016).

7.   **Claims 22-23, 26-27, and 30 are rejected under 35 U.S.C. 103(a) as being unpatentable over Wong in view of Rivera, as applied to claims 1-2, 4-7, 16-18, and 24, and further in view of Harm et al. (US 20030040823, herein referred to as Harm).**

Regarding claims 22-23, Wong in view of Rivera teaches all of the above as noted and further

teaches brokering deals to mitigate a shortage/surplus of supplies (see at least: Wong, [0109]; [0111];

[0754] to [0756]; FIG. 10 and 11). Wong, however, does not teach *a blind design element capable of*

directing suppliers to use any design that meets design specifications, wherein the blind design element is

responsive to a comparison of an estimated cost of optimization and an estimated possible cost savings

due to design specifications. Wong also fails to teach *comparing the overall projected cost of a particular*

design based upon process from multiple suppliers and *determining the most cost efficient way to*

manufacture a design. Harm discloses a system and method for optimizing measured values associated

with components of a product. Users may request bids on various products or assemblies having multiple

components (e.g. car mirror assembly). Suppliers of the requested product or assembly may manufacture

the assembly under a number of different designs that meet user criteria (i.e. the system allows a supplier

to *use any design that meets design specifications*). The measure values received from suppliers of a

product may represent the cost estimates for supplying these components, that is, bids by suppliers on the

cost of supply of these components to the user, thereby providing *a comparison of an estimated cost of*

optimization and an estimated possible cost savings. The invention allows for minimization (i.e. *most cost*

efficient) of cost (see at least: [0028] to [0031]). The Examiner further notes that when a supplier has

been selected based on a cost comparison, the user directs the supplier to use a design meeting design

specifications (i.e. the "*any design*" from above). It would have been obvious to one of ordinary skill in

the art at the time of invention to modify the invention of Wong in view of Rivera to have included a

blind design element responsive to provide comparisons of estimated cost as taught by Harm in order to

allow a user (e.g. trading partner, business entity, etc.) to obtain products, components, or the like at

minimal cost, thereby decreasing manufacturing costs and increasing revenue (see at least: Harm, 0002-

0003).

Regarding claims 26, 27, and 30, Wong in view of Rivera teaches all of the above as noted and

further teaches brokering deals to mitigate a shortage/surplus of supplies (see at least: [0109]; [0111];

[0754] to [0756]; FIG. 10 and 11). Wong in view of Rivera, however, does not teach *a blind design*

element capable of directing suppliers to use any design that meets design specifications, wherein the

blind design element is responsive to a comparison of an estimated cost of optimization and an estimated

possible cost savings due to design specifications. Wong also fails to teach *comparing the overall*

projected cost of a particular design based upon process from multiple suppliers and *determining the*

most cost efficient way to manufacture a design. Harm discloses a system and method for optimizing

measured values associated with components of a product. Users may request bids on various products or

assemblies having multiple components (e.g. car mirror assembly). Suppliers of the requested product or

assembly may manufacture the assembly under a number of different designs that meet user criteria (i.e.

the system allows a supplier to *use any design that meets design specifications*). The measure values

received from suppliers of a product may represent the cost estimates for supplying these components,

that is, bids by suppliers on the cost of supply of these components to the user, thereby providing *a*

comparison of an estimated cost of optimization and an estimated possible cost savings. The invention

allows for minimization (i.e. *most cost efficient*) of cost (see at least: [0028] to [0031]). The Examiner

further notes that when a supplier has been selected based on a cost comparison, the user directs the supplier to use a design meeting design specifications (i.e. the "*any design*" from above). It would have been obvious to one of ordinary skill in the art at the time of invention to modify the invention of Wong in view of Rivera to include a blind design element responsive to provide comparisons of estimated cost as taught by Harm in order to allow a user (e.g. trading partner, business entity, etc.) to obtain products, components, or the like at minimal cost, thereby decreasing manufacturing costs and increasing revenue (see at least: Harm, 0002-0003).

Conclusion

The prior art made of record and not relied upon is considered pertinent to applicant's disclosure.

- US 5557780 discloses an electronic data interchange system for managing non-standard data

Any inquiry concerning this communication or earlier communications from the examiner should be directed to William J. Allen whose telephone number is (571) 272-1443. The examiner can normally be reached on 8:00 AM to 5:30 PM.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Jeff A. Smith can be reached on (571) 272-6763. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

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